



## **Request for City Council Committee Action from the Department of Regulatory Services**

**Date:** May 14, 2012

**To:** Council Member Elizabeth Glidden, Chair – Regulatory, Energy and Environment Committee

**Referral to:** Council Member Betsy Hodges, Chair – Ways & Means/Budget Committee

**Subject:** Grant approval

**Recommendation:** Authorize the appropriate City officials to execute a grant agreement from Mississippi Watershed Management Organization for \$19,200. The grant is to be used for the purposes of hiring interns to document erosion control violations on smaller residential sites and conduct studies in stormwater best management practices.

**Previous Directives:** None

### **Department Information**

Prepared by: Daniel Huff, Manager of Environmental Management & Safety (612) 673-5863

Approved by:

\_\_\_\_\_  
Gregory K. Stubbs, AICP, Director of Regulatory Services

\_\_\_\_\_  
Noah Schuchman, Interim Director of Licenses & Environmental Services

\_\_\_\_\_  
Daniel Huff, Manager of Environmental Management and Safety

Presenters in Committee: Patrick Hanlon, Supervisor, Environmental Services

### **Financial Impact**

- No financial impact

### **Community Impact**

- Neighborhood Notification
- City Goals
- Comprehensive Plan
- Zoning Code
- Other

## **Supporting Information**

This grant is being provided by The Mississippi Watershed Management Organization. Doug Snyder the Executive Director of the Mississippi Watershed Management Organization is their representative.

The Mississippi Watershed Management Organization and The City of Minneapolis will be working together to address water quality issues in Minneapolis. The MWMO has offered to pay for two intern positions with Environmental Services to assist in erosion control enforcement. In addition, the interns will work cooperatively with both organizations in conducting studies in best management practices for stormwater management, water sampling, and other projects related to stormwater quality in Minneapolis.

Agreement is attached

## **BUDGET RESOLUTION TEMPLATE**

Resolved by The City Council of The City of Minneapolis:

That the above-entitled resolution, as amended, be further amended by:

Increase appropriation for Regulatory Services Dept. in fund 01300 Department 8352000 by \$19,200.

Increase revenue estimate for Regulatory Services Dept. in fund 01300 Department 8352000 by \$19,200.

## **MWMO SERVICE AGREEMENT**

THIS AGREEMENT is made on April 2, 2012, by and between the Mississippi Watershed Management Organization (“MWMO”), a Minnesota joint powers organization and the City of Minneapolis (hereinafter the “Contractor”).

### **1. BACKGROUND**

- 1.1. **The MWMO has established programs to provide training, education, information and assistance for activities that protect and improve water resources in the watershed.**
- 1.2. **The MWMO has determined the need for additional erosion and sedimentation control enforcement, which is consistent with the goals for which the MWMO was created and is willing to fund the activities described in Section 2.1 in accordance with the terms of this Agreement.**
- 1.3. **The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the MWMO.**

### **2. SERVICES**

- 2.1. **Contractor will provide the services and products described in Exhibit A. No terms or conditions of the contractor’s proposal will be construed to modify, diminish, or derogate the terms and conditions of this contract.**
- 2.2. **Following completion of the services described in Section 2.1, the Contractor will submit a final written report to the MWMO describing the activity and submit the financial information described in Section 3 of this Agreement. Any funds not used for the services and products described in Exhibit A shall be returned to the MWMO within 30 days of the termination of the agreement.**

### 3. COMPENSATION AND FINANCIAL REPORT

- 3.1. Funds shall only be used for approved expenses listed in Section 2.1 of this Agreement not to exceed the amount of \$ 19,200 (dollars). The Contractor will be paid as identified in Exhibit A, which is attached and incorporated into this contract.
- 3.2. All other costs incurred by Contractor in connection with performance of the Contractor's obligations under this Agreement will be the responsibility of the Contractor.
- 3.3. No real estate property shall be purchased with funds under this Agreement.
- 3.4. Contractor shall submit a final report which must include a record of all expenses incurred and services actually performed under this agreement. The report shall be submit and accepted by the MWMO Executive Director prior to final payment as scheduled on Exhibit A.

### 4. GENERAL TERMS

- 4.1. This Agreement may be terminated by the MWMO if the Contractor has not completed services and submitted the final report and financial information required by sections 2.2 and 3.4 on or before November 18, 2012, unless otherwise extended by the MWMO.
- 4.2. Any amendments to this Agreement must be in writing and executed by the MWMO and the Contractor.
- 4.3. Contractor will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. The MWMO will not be an employer, partner or coventures with Contractor for any purpose and will have not responsibility or liability for the acts or missions of the Contractor. Nothing herein authorizes Contractor to act as an agent or representative of the MWMO for any purpose whatsoever.
- 4.4. **Ownership and Use of Work Product.** Except as provided in Exhibit A, all data, notes, working papers, reports and other work products produced in fulfilling the Contractor's obligations under this Agreement (hereinafter "Work Product") shall become, upon creation, the property of the MWMO. Contractor may not use the Work Product or any other deliverables under this Agreement for any purpose other than fulfilling its obligations under this Agreement without the prior written consent of the MWMO. The MWMO may grant or deny Contractor's application for such consent

or may condition its consent on the payment of compensation or the imposition of such other conditions as the MWMO deems appropriate.

- 4.5. **Naming Rights and Acknowledgements.** To assure that appropriate credit for funding and other contributions of the MWMO and its staff members is given for their participation the MWMO shall have its name and logo represented in the materials that are developed, and will be acknowledged in printed materials, publications, presentations and other uses and mention of materials developed under this Agreement.
- 4.6. **Capital Equipment Purchased.** No funds may be used to purchase equipment under this Agreement.
- 4.7. **Exhibit.** Exhibit A to this Agreement is hereby made a part hereof. To the extent of any inconsistency between this Agreement and Exhibit A, Exhibit A will control.
- 4.8. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the Contractor: Patrick Hanlon, Environmental Services Supervisor  
City of Minneapolis  
Regulatory Services  
Environmental Services  
Mailing Address  
250 South 4<sup>th</sup> St  
Minneapolis, MN 55343

To the MWMO: Douglas Snyder, Executive Director  
Mississippi Watershed Management Organization  
Suite 200  
1224 Marshall Street NE  
Minneapolis, Minnesota 55413

The parties being in Agreement have caused this Agreement to be signed as follows:

**CONTRACTOR:**

**MISSISSIPPI WATERSHED  
MANAGEMENT ORGANIZATION  
(MWMO)**

By \_\_\_\_\_

By *Douglas Snyder*

Its \_\_\_\_\_

Its Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contractor continued....

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SERVICES AGREEMENT NO XXX-XX-XX****EXHIBIT A**

Contractor Name/ Organization: City of Minneapolis	Federal EIN:
Mailing Address: 250 South 4 <sup>th</sup> St RM 414	City/State/ZIP Code: Minneapolis, MN 55415
Telephone Number: 612-673-2319	Email: Patrick.Hanlon@minneapolismn.gov
Date of Work From: May 1, 2011 to November 18, 2011	

**Work to be performed by the Contractor:**

The Contractor will hire two interns to assist in erosion control enforcement as well as stormwater and erosion control best management practice studies. The interns will perform such duties as described in the attached position description.

**Deliverables and Completion Schedule:**

- 1) The Contractor will hire the interns who will be complete services as soon as possible after the agreement has been signed.
- 2) The Contractor shall submit monthly summaries of the work completed beginning July 1, 2011 and each month thereafter. The persons listed in Article 4.8 will agree to the monthly and final report formats to be used by July 1, 2012.
- 3) The interns may, from time to time, with Contractor's prior approval, be used to assist the MWMO with water quality monitoring or special projects related to the position description.

**Payment Schedule:**

The cost of the interns is estimated to be 2 x 16 weeks x 40hrs/week x \$12/hr x 25% overhead = \$19,200

Rates are subject to change upon agreement of the contractor and the MWMO.

Upon final signatures the MWMO will pay the contractor 50% of the amount \$9,600.00. A second payment will be made July 1, 2012 equaling 40% of the not to exceed amount or \$7,680.00.

No more than 90% of the amount due under this Agreement may be paid until the deliverables and final report have been reviewed by the MWMO'S Executive Director. The final 10% will be made upon completion of all the deliverables and the final report. All unspent funds must be returned to the MWMO within 30 days of the termination of the Agreement.



### CITY OF MINNEAPOLIS / MWMO

**2012**

### STORMWATER AND EROSION CONTROL SPECIALIST

### INTERN POSITIONS

**POSITION INFORMATION:**

- There are currently two (2) summer internships
- Schedule flexibility is occasionally required (weekend/evening meetings or emergencies).

**Primary Responsibilities:**

- A Stormwater and Erosion Control Specialist works as a professional-level program representative in the enforcement of soil erosion and stormwater Best Management Practices.
- Conducts studies on best practices in stormwater management and water quality with the Mississippi Watershed Management Organization.

**Job Duties** (including but not limited to):

- Insure compliance of Erosion, Sedimentation and Drainage ordinance through inspections.
- Assist Inspectors on field investigations for environmental problems that include noise, air quality, water quality, soil pollution and emergency response.
- Issue written orders
- Using GIS, create maps of environmental issues.
- Recommend permit denials, revocations, or administrative fines to the Supervisor or Inspectors.
- Analyze the work of environmental consultants, including written reports
- Assist in the work of stakeholders on environmental issues, including, businesses, and neighborhood groups; attend and make presentations at meetings, prepare letters and update Website information.
- Represent the Regulatory Services Department in public and to MWMO
- Perform studies that analyze objective data regarding erosion to make sound policy decisions.

**Working Conditions:** Combination of office and field work. Response is required at any time of the day and under any weather conditions. Perform industrial facility site inspections, respond to citizen complaints and perform other routine inspections. Inspections can occur outdoors, in a workshop, factory, on a construction site, near heavy equipment, in junk yards, on railroad corridors, abandoned

building etc. Incumbents experience exposure to noise, dirt, uneven/difficult terrain. There is lifting and carrying of \_\_\_\_40\_\_\_\_ lbs required, and the necessity to stand continuously for several hours.

**Experience:** Experience performing detailed orientated work and working with little to no supervision.

**NOTE:** In detail, describe your scope and range of experience, level of responsibility and how it would be deemed as progressive, etc.

**Education:**

The intent to have earned or in the process of earning a bachelor's Degree in Environmental Studies, Engineering, Natural or Physical Science, or a related field with a background in environmental studies or equivalent

**NOTE:** Interview may not be conducted without proof of education. You are highly encouraged to submit copies of transcripts (showing successful completion of coursework) with your application.

**Equivalency:** An equivalent combination of related education/experience may be considered.

**NOTE:** If attempting to meet minimum qualifications in this manner, be certain to heed the two (2) notes directly above.

**LICENSES/CERTIFICATES:** Valid Drivers License

**Background and Qualifications Checks:**

The City has determined that a criminal background check and/or qualifications check may be necessary for certain positions with this job title. Applicants may be required to sign an informed consent form allowing the City to obtain their criminal history and/or verify their qualifications in connection with the position sought. Applicants who do not sign the informed consent form will not be considered further for the position.

**Resume:** You may submit your resume and cover letter to the email address provided at the end of this posting.

**Other Specifications:**

- Good interpersonal communication skills.
- Ability to work effectively with a wide range of people from diverse backgrounds.
- Knowledge of Geographic Information Systems preferred.

**SELECTION PROCESS:**

Any one or any combination of an evaluation of education/experience/Screening Questionnaire responses, writing sample, an oral exam, work simulation, etc. may

be utilized (100%). The right is reserved to limit the number included in any process.

**Compensation:** Depends on qualifications

To Apply:

Submit your resume, cover letter, and copy of your transcript to

[Patrick.hanlon@minneapolismn.gov](mailto:Patrick.hanlon@minneapolismn.gov)

Call: 612-685-8552 with any questions related to this position

**The City of Minneapolis is an Affirmative Action/Equal Opportunity Employer.**